

RECORDATION NO. 21478-A
FILED

DEC 17 '98

1-50PM

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OF COUNSEL
URBAN A. LESTER

December 17, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Partial Assignment of Lease, dated December 17, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement which was previously filed with the Board under Recordation Number 21478.

The names and addresses of the parties to the enclosed document are:

Assignor: MRC Rail Services, LLC
One California Street, Suite 1500
San Francisco, California 94111

Assignee: Bank Austria Creditanstalt Holdings Corporation
Two Greenwich Plaza
Greenwich, Connecticut 06830

A description of the railroad equipment covered by the enclosed document is:

Eighty (80) boxcars IBT 19020 through IBT 19099

RECEIVED
SURFACE TRANSPORTATION
BOARD

DEC 17 1 49 PM '98

Counter Parts -
Alvord

Mr. Vernon A. Williams
December 17, 1998
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Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

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PARTIAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned MRC Rail Services, LLC ("*Assignor*") does hereby unconditionally sell and assign to Bank Austria Creditanstalt Holdings Corporation ("*Assignee*"), its successors and assigns, all of Assignor's rights under the Equipment Lease listed on Schedule 1-EL attached to this Partial Assignment of Lease, with respect to the railcars also listed on Schedule 1-EL, including, without limitation, all rights of the Assignor with respect to insurance coverage and any manufacturers warranties together with any and all rights and claims against any person inuring to Assignor's benefit as lessor thereunder. Assignee hereby assumes and agrees to keep, perform and fulfill all terms, covenants, conditions and obligations of Assignor as lessor under said Equipment Lease, but only to the extent such Equipment Lease covers the railcars also listed on Schedule 1-EL, to the extent attributable to any period after the date hereof.

Assignor further covenants and agrees to execute and deliver or cause to be executed and delivered all such further instruments and documents as may be reasonably requested by Assignee for the better effecting, perfecting and confirming the sale and assignment evidenced hereby.

This Partial Assignment of Lease is delivered pursuant to the terms of the Railcar Purchase Agreement dated as of December 17, 1998 between Assignor and Assignee and is delivered subject to certain representations and warranties contained therein, each of which shall survive the execution and delivery hereof. Nothing herein shall be construed to amend, merge or waive any such representation or warranty or any other term or condition of said Agreement.


This Partial Assignment of Lease shall be construed in accordance with, and shall be governed by, the laws of the State of New York. Each party hereby consents to the personal jurisdiction of all state and federal courts sitting within the County of New York and State of New York for all purposes relating to this Agreement.

This Partial Assignment of Lease may be executed in any number of counterparts, no one of which needs to be executed by all parties, and shall be binding upon all parties with the same force and effect as if all the parties had signed the same document, and each such signed counterpart shall constitute an original of this Partial Assignment of Lease.

Executed and delivered this 17th day of December, 1998.

MRC RAIL SERVICES, LLC

BANK AUSTRIA CREDITANSTALT
HOLDINGS CORPORATION

By: 
Name: *Michihiko Nose*
Capacity: *Vice President*

By: _____
Name:
Capacity:

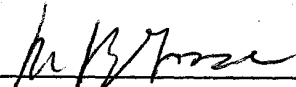
By: _____
Name:
Capacity:


Executed and delivered this 17th day of December, 1998.

MRC RAIL SERVICES, LLC

BANK AUSTRIA CREDITANSTALT
HOLDINGS CORPORATION

By: _____
Name:
Capacity:

By:  _____
Name: M. Roy Gosse
Capacity: Vice President

By:  _____
Name: William J. Desmond
Capacity: Vice President

SCHEDULE 1-EL

LIST OF EQUIPMENT LEASES

1. Schedule No. 1 dated June 15, 1998 under Lease Agreement dated June 15, 1998, as amended by Amendment No. 1, dated as of December 10, 1998, by and between MRC Rail Services, LLC and its Assigns and Greenbrier Leasing Corporation covering one hundred (100) boxcars but only to the extent of eighty (80) boxcars marked and numbered IBT 19020 – 19099 inclusive.

[remainder of page left blank intentionally]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Francisco
On December 15, 1998 before me, Shirlyn J. S. Kim,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Michihiko Nose,
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Partial Assignment of Lease

Document Date: 12/17/98 Number of Pages: 3

Signer(s) Other Than Named Above: Bank Austria Creditanstalt Holdings

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

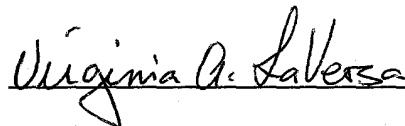
- ☐ Individual
- ☐ Corporate Officer
Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STATE OF CONNECTICUT)
) ss.:
COUNTY OF FAIRFIELD)

On the 15th day of December, 1998, before me personally came M. Roy Gosse and William Desmond, to me known, who, being by me duly sworn, did say that they reside at 311 Black Rock Turnpike, Easton, CT. 06612 and 80 Candlewood Road, Stratford, CT 06497; they are Vice Presidents of BankAustria Creditanstalt Holdings Corporation, the corporation described in and which executed the foregoing document; that they signed their names thereto on behalf of said corporation, and acknowledged that the foregoing document was executed as their voluntary act and deed and the voluntary act and deed of said corporation.



VIRGINIA A. LAVERSA
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2001

(Seal)